

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION

CLAUDIA CORONADO AND
SERGIO CORONADO
Plaintiff(s)

VS.

VALLEY VIEW INDEPENDENT
SCHOOL DISTRICT

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CIVIL ACTION NO. 7:18-CV-00106

COMPROMISE, RELEASE AND INDEMNITY AGREEMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

COMES NOW, Sergio Coronado, (hereinafter referred to as "Claimant") and his attorney, Gustavo L. Acevedo, Jr., and executes this Compromise, Release and Indemnity Agreement in favor of the Valley View Independent School District, its employees, agents, representatives and governing board (hereinafter collectively referred to as "Defendants") and

WHEREAS, all parties have agreed to fully and finally compromise and settle all matters of controversy, as well as to release Defendants from any and all liability arising out of Claimant's employment with the Valley View Independent School District and/or the events complained about by him, in his lawsuit, wherein Claimant alleges to have sustained damages.

NOW THEREFORE,

WITNESSETH

I.

1.01 For and in consideration of the total sum of \$75,000.00 (Seventy Five Thousand Dollars and 00/00), disbursed as follows:

- 1) Check in the amount of \$65,000.00 (Sixty-Five Thousand Dollars and 00/00), payable to Gustavo L. Acevedo, Jr. PC IOLTA Trust Account from Valley View ISD; and
- 2) Check in the amount of \$10,000 made payable to Gustavo L Acevedo Jr PC IOLTA Trust Account from Property Casualty Alliance of Texas (PCAT);

Claimant hereby releases, acquits, and forever discharges Defendants from any and all claims, demands of whatsoever kind and any and all actions, known or unknown, past, present or future, including but not limited to claims for personal injuries, economic damages, back pay, front pay, attorneys' fees, equitable relief, mental anguish, decreased earning capacity, costs, and any and all demands, rights, and causes of action against Defendants of whatsoever nature, whether in contract, tort, or under the common law, or any statute, known or unknown at this time, including, but not limited to Texas Workforce Commission claims, Texas Commission Human Rights claims, EEOC claims, ADEA claims, Title VII Claims, discrimination claims, civil rights claims, retaliation claims, disparate treatment claims, harassment claims, wrongful termination claims, claims under the Texas Labor Code, the United States Constitution, and the Texas Constitution and claims under any other federal or state statute, and for all other past, present and future mental, emotional, pecuniary or social damages, which have accrued or may ever accrue to him, his heirs, executors, administrators, or assigns, against Defendants arising out of, resulting from, or in any way connected Claimant's employment with the Valley View

Independent School District and/or the events complained about by him in his lawsuit as more fully described in Claimant's most recent petition/complaint.

II.

2.01 Claimant hereby recognizes and agrees that this Compromise, Release and Indemnity Agreement includes, without limitation, all damages against Defendants prayed for by Claimant in his most recent Petition, as well as all of his claims for damages at law against Defendants, including interest, costs, attorney's fees and expenses.

III.

3.01 In effecting this release, Claimant not only releases forever Defendants, but also releases all of their successors, executors, shareholders, administrators, representatives, employees, and agents, as well as all of their attorneys, (including ESPARZA & GARZA, L.L.P.) and each of their successors and assigns.

3.02 Claimant also releases each entity contributing funds to or assisting with the settlement of this case, if any, including EDWARDS RISK MANAGEMENT, INC., the PROPERTY CASUALTY ALLIANCE OF TEXAS, and all of their officers, directors, third party administrators, shareholders, adjusters, agents, employees and attorneys.

3.03 Claimant understands and agrees that all of the above-named or identified persons or entities are released from all liability whatsoever as against Defendants arising out of the above-described incident(s) which are complained about in Claimant's lawsuit and from every claim by anyone claiming against any of those parties on behalf of Claimant so released as a result of the incident and damages allegedly suffered by Claimant.

IV.

4.01 It is further agreed and understood between the parties hereto that this release and settlement agreement is not an admission of liability by Defendants. It is also understood that none of the agreements or other documents related to this settlement shall be admissible against Defendants in any lawsuit now pending or which may hereafter be filed by any person, corporation, or other entity. This agreement is simply, besides being a release, a compromise and settlement of all disputed claims.

V.

5.01 It is specifically and expressly agreed and understood that Claimant will pay out of the consideration stated above, any and all liens or encumbrances against the claims asserted herein and the settlement proceeds paid hereunder, if any.

5.02 It is also specifically and expressly agreed and understood that Claimant will pay out of the consideration stated above, any and all claims by the Government of the United States of America, any state or any other political subdivision of either of them, or any other individual or entity which has now or will assert claims or liens for any and all tax and other expenses of any kind or nature whatsoever, incurred or to be incurred by, or on behalf of Claimant as a result of, or in any way resulting from, the events made the basis of this agreement.

VI.

6.01 It is specifically and expressly agreed and understood that Defendants shall owe no duty to Claimant, to counsel or advise them regarding the management or investment of any sum of money paid to them in accordance with this agreement.

VII.

7.01 **Indemnity.** Sergio Coronado further agrees to protect, defend, indemnify, contribute, save and hold harmless the parties herein-above released in the event any of the

claims herein-above mentioned and released are asserted by anyone claiming by or through Claimant, his heirs, successors, executors, administrators, representatives, children (if any), siblings and dependent relatives as well as providers of medical services as against any of those parties so released.

VIII.

8.01 In effecting this release, Claimant agrees and understands that this release shall act as a complete bar to the filing of any lawsuit or civil action of any kind regarding the accident made the basis of this settlement as against Defendants. Claimant warrants and covenants that other than the action mentioned in this paragraph, he has not filed any lawsuit, petition, complaint, administrative action, counter-claim, cross-claim, or third-party claim against Defendants or any other released party herein.

IX.

9.01 The parties acknowledge that the terms of this agreement are contractual and not a mere recital. Further, this instrument expresses the entire agreement between the parties concerning the subjects it purports to cover. No oral representations of any person shall operate to vary the terms of this agreement.

X.

10.01 No waiver of any term of this agreement shall be valid unless it is in writing and is signed by the Claimant and the Valley View Independent School District. No waiver or default of any term of this agreement shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

XI.

11.01 If, at any time, any part of this document is found or held to be void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions of this agreement shall nevertheless survive and continue in full force and effect.

11.02 This release shall be liberally construed to promote its underlying purpose which is to insure an end to all pending litigation and to preclude all future litigation concerning the matters and parties herein released.

XII.

12.01 This agreement shall be construed and enforced in accordance with the laws of the State of Texas and the United States and venue shall be proper in Hidalgo County, Texas.

XIII.

13.01 This document may be executed in multiple originals, any one of which shall be as valid and binding as any other.

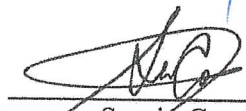
XIV.

14.01 Claimant represents that he has discussed the terms of this agreement with his attorney, Gustavo L. Acevedo, Jr., and that he thoroughly understands all of the conditions of this agreement, and hereby agrees to the terms and conditions as stated herein.

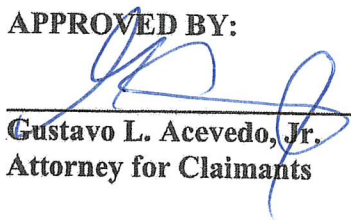
XV.

15.01 Claimant further expressly warrants and agrees that no representations have been made by any doctor, attorney, psychiatrist, psychologist, counselor, agent, or other representative of the above named or referred to Claimant concerning the nature, extent or duration of the alleged damages in this case, and in making this settlement, and in giving this release, Claimant relies wholly upon his own knowledge, information and belief concerning such matters, and upon consultation of his own attorneys and agents.

IN WITNESS WHEREOF, Sergio Coronado has hereunto executed this Compromise,
Release and Settlement Agreement on the 20th day of May, 2019.


Sergio Coronado

APPROVED BY:


Gustavo L. Acevedo, Jr.
Attorney for Claimants

ACKNOWLEDGMENT OF SERGIO CORONADO

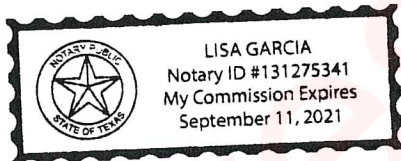
THE STATE OF TEXAS

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COUNTY OF HIDALGO

BEFORE ME, on this day personally appeared **Sergio Coronado**, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration and in the capacities therein expressed; that he executed the same as his free and voluntary act and deed after having it fully explained to him and after realizing the effect thereof to be a full and final discharge and release of anyone and everyone, person, firm, and corporation for any matter or thing dealt within said instrument; and that the same was executed by him without any persuasion, promise (other than for the purposes and consideration therein expressed), threat, force, duress, fraud or representation of any kind by any person whomsoever; and that at the time of execution of the said release, he was completely sober, sane and capable of understanding the character of his acts and deeds, and was in complete charge of all of his faculties and capable of executing this release and of understanding the significance of his acts.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 20th day of May, 2019.



Lisa Garcia
Notary Public - State of Texas

Printed Name: Lisa Garcia

Commission Expires: 11/21